

19111-22

MAY 2 1995 1:00 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of May 26, 1995, between AKF CORP., a Delaware corporation (the "Transferor"), and ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Transferee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Transfer Agreement (as defined below).

WHEREAS: the Transferee and the Transferor have entered into an Asset Transfer Agreement dated as of the date hereof (the "Asset Transfer Agreement"), in connection with the sale of, among other things, the special purpose covered hopper and tank railcars described on Schedule 1 (the "Equipment"), subject to the Leases (as defined below), from the Transferor to the Transferee for consideration in the amount and on the terms and conditions provided in the Asset Transfer Agreement; and

WHEREAS: the parties now desire to carry out the intent and purpose of the Asset Transfer Agreement by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Leases to the extent they relate to the Equipment to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Leases to the same extent.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Agreement, "Leases" means all current leases of any one or more railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment more specifically described on Schedule 1, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease) shall include both Equipment and railcars not part of the Equipment, then such Leases shall be subject to this Agreement only to the extent they cover Equipment; and for purposes of this Agreement, the term Lease shall mean a lease (including without limitation, the provisions of any master lease) only insofar as such lease applies to Equipment subject to this Agreement.

2. Effective as of the date hereof, the Transferor hereby sells, transfers, assigns, conveys, grants and sets over to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Leases, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this assignment had not been made.

3. Effective as of the date hereof, the Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Leases, and the Transferee hereby covenants and agrees to discharge,

perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed in one or more counterparts by their duly authorized officers as of the date first above written.

AKF CORP.

By: 

Name: Monte L. Miller
Title: Vice President

ACF INDUSTRIES, INCORPORATED

By: _____

Name: James C. Bates
Title: Vice President and Chief
Financial Officer

[Signature Page to Assignment and Assumption Agreement]

perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed in one or more counterparts by their duly authorized officers as of the date first above written.

AKF CORP.

By: _____

Name: Monte L. Miller
Title: Vice President

ACF INDUSTRIES, INCORPORATED

By: _____

J. Bates
Name: James C. Bates
Title: Vice President and Chief
Financial Officer

[Signature Page to Assignment and Assumption Agreement]

SCHEDULE 1

DESCRIPTION OF EQUIPMENT

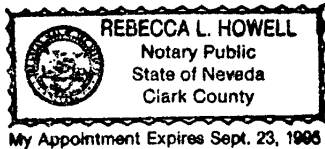
Each of the special purpose covered hopper and tank railcars with the reporting marks and road numbers and Association of American Railroads designation numbers set forth on Annex X hereto.

DESCRIPTION OF LEASES

Each of the user leases or lease schedules or riders with the contract rider number and the named lessee set forth in Annex Y hereto insofar as it relates to the covered hopper and tank railcars with the car numbers set forth on Annex Y hereto.

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

On this 23 day of May, 1995, before me, personally appeared Monte L. Miller to me personally known, who being by me duly sworn, says that he resides at Henderson, Nevada and is Vice President of AKF Corp., that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Rebecca L. Howell
Notary Public

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this day of May, 1995, before me, personally appeared James C. Bates to me personally known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Vice President and Chief Financial Officer of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

On this day of May, 1995, before me, personally appeared Monte L. Miller to me personally known, who being by me duly sworn, says that he resides at Henderson, Nevada and is Vice President of AKF Corp., that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this 22ND day of May, 1995, before me, personally appeared James C. Bates to me personally known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Vice President and Chief Financial Officer of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NANCY COLLINS
NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES AUG. 2, 1996

Nancy Collins
Notary Public

ANNEX X

ACFX	27257	ACFX	49753	ACFX	59484
ACFX	27258	ACFX	49754	ACFX	59485
ACFX	27260	ACFX	49755	ACFX	59486
ACFX	27261	ACFX	49756	ACFX	75102
ACFX	27272	ACFX	49757	ACFX	75104
ACFX	27274	ACFX	49758	ACFX	75133
ACFX	27277	ACFX	49759	ACFX	75135
ACFX	27323	ACFX	49778	ACFX	75173
ACFX	27330	ACFX	49779	ACFX	75174
ACFX	27333	ACFX	49780	ACFX	75175
ACFX	27334	ACFX	49781	ACFX	75176
ACFX	27336	ACFX	49787	ACFX	75177
ACFX	27337	ACFX	49790	ACFX	75178
ACFX	27339	ACFX	49792	ACFX	75179
ACFX	27341	ACFX	49794	ACFX	75180
ACFX	27342	ACFX	49817	ACFX	75192
ACFX	27343	ACFX	49818	ACFX	75502
ACFX	27345	ACFX	49819	ACFX	75503
ACFX	27346	ACFX	49820	ACFX	75505
ACFX	27347	ACFX	49821	ACFX	75506
ACFX	27348	ACFX	49829	ACFX	75507
ACFX	27350	ACFX	49975	ACFX	75508
ACFX	27351	ACFX	49976	ACFX	75509
ACFX	27354	ACFX	49977	ACFX	75510
ACFX	27385	ACFX	49978	ACFX	75511
ACFX	27387	ACFX	49980	ACFX	75512
ACFX	36139	ACFX	49981	ACFX	75513
ACFX	36143	ACFX	49982	ACFX	75514
ACFX	36152	ACFX	49983	ACFX	75515
ACFX	36154	ACFX	49984	ACFX	75516
ACFX	36155	ACFX	49985	ACFX	75517
ACFX	36159	ACFX	49988	ACFX	75518
ACFX	36164	ACFX	49989	ACFX	75519
ACFX	36166	ACFX	49990	ACFX	75520
ACFX	36167	ACFX	49992	ACFX	75521
ACFX	36169	ACFX	49994	ACFX	75533
ACFX	36171	ACFX	49995	ACFX	75536
ACFX	44844	ACFX	49996	ACFX	79259
ACFX	49740	ACFX	49999	ACFX	79260
ACFX	49741	ACFX	59440	ACFX	79261
ACFX	49742	ACFX	59443	ACFX	79262
ACFX	49743	ACFX	59448	ACFX	79263
ACFX	49744	ACFX	59451	ACFX	79264
ACFX	49745	ACFX	59477	ACFX	79265
ACFX	49746	ACFX	59478	ACFX	79266
ACFX	49747	ACFX	59479	ACFX	79267
ACFX	49748	ACFX	59480	ACFX	79268
ACFX	49750	ACFX	59481	ACFX	79269
ACFX	49751	ACFX	59482	ACFX	79270
ACFX	49752	ACFX	59483	ACFX	79271

ANNEX X

ACFX	79383	ACFX	79448	ACFX	79678
ACFX	79384	ACFX	79450	ACFX	79679
ACFX	79385	ACFX	79454	ACFX	79680
ACFX	79386	ACFX	79460	ACFX	79681
ACFX	79387	ACFX	79464	ACFX	79682
ACFX	79388	ACFX	79469	ACFX	79683
ACFX	79389	ACFX	79470	ACFX	79684
ACFX	79390	ACFX	79478	ACFX	79685
ACFX	79391	ACFX	79490	ACFX	79686
ACFX	79392	ACFX	79501	ACFX	79687
ACFX	79393	ACFX	79516	ACFX	79688
ACFX	79394	ACFX	79517	ACFX	79689
ACFX	79395	ACFX	79521	ACFX	79690
ACFX	79396	ACFX	79573	ACFX	79691
ACFX	79397	ACFX	79575	ACFX	79692
ACFX	79398	ACFX	79577	ACFX	86412
ACFX	79399	ACFX	79578	ACFX	86414
ACFX	79400	ACFX	79579	ACFX	86415
ACFX	79401	ACFX	79582	ACFX	86418
ACFX	79402	ACFX	79584	ACFX	98360
ACFX	79403	ACFX	79585	ACFX	98367
ACFX	79404	ACFX	79594	ACFX	98379
ACFX	79405	ACFX	79595	ACFX	98380
ACFX	79406	ACFX	79596	ACFX	99204
ACFX	79407	ACFX	79597	ACFX	99207
ACFX	79408	ACFX	79598	ACFX	99208
ACFX	79409	ACFX	79599	ACFX	99211
ACFX	79410	ACFX	79600	ACFX	99212
ACFX	79411	ACFX	79601	ACFX	99214
ACFX	79412	ACFX	79602	ACFX	99215
ACFX	79416	ACFX	79603	ACFX	99216
ACFX	79418	ACFX	79606	ACFX	99217
ACFX	79419	ACFX	79607	ACFX	99218
ACFX	79420	ACFX	79661	ACFX	99219
ACFX	79421	ACFX	79662	ACFX	99220
ACFX	79422	ACFX	79663	ACFX	99394
ACFX	79423	ACFX	79664	ACFX	99748
ACFX	79424	ACFX	79665	ACFX	99983
ACFX	79425	ACFX	79666		
ACFX	79426	ACFX	79667		
ACFX	79427	ACFX	79668		
ACFX	79428	ACFX	79669		
ACFX	79429	ACFX	79670		
ACFX	79430	ACFX	79671		
ACFX	79431	ACFX	79672		
ACFX	79432	ACFX	79673		
ACFX	79433	ACFX	79674		
ACFX	79434	ACFX	79675		
ACFX	79435	ACFX	79676		
ACFX	79446	ACFX	79677		

288 CARS

LESSEE		CONTRACT/ RIDER	ANNEX Y		TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
CODE	LESSEE		CAR IDENT	86414					
24	BOLDEN INTERTRADE, INC.	39510004	ACFX	86414	T	1980	08/01/92	07/31/97	1
58 UNION PACIFIC RAILROAD									
4641			ACFX	59443	H	1980	04/01/93	03/31/98	16
4641			ACFX	59448	H	1980	04/01/93	03/31/98	
4641			ACFX	59451	H	1980	04/01/93	03/31/98	
4753			ACFX	99204	H	1980	10/01/94	09/30/95	
4753			ACFX	99207	H	1980	10/01/94	09/30/95	
4753			ACFX	99208	H	1980	10/01/94	09/30/95	
4753			ACFX	99211	H	1980	10/01/94	09/30/95	
4753			ACFX	99212	H	1980	10/01/94	09/30/95	
4753			ACFX	99214	H	1980	10/01/94	09/30/95	
4753			ACFX	99215	H	1980	10/01/94	09/30/95	
4753			ACFX	99216	H	1980	10/01/94	09/30/95	
4753			ACFX	99217	H	1980	10/01/94	09/30/95	
4753			ACFX	99218	H	1980	10/01/94	09/30/95	
4753			ACFX	99219	H	1980	10/01/94	09/30/95	
4753			ACFX	99220	H	1981	10/01/94	09/30/95	
5937			ACFX	59440	H	1980	10/01/94	09/30/95	
5584	58 UNION PACIFIC RAILROAD 77 ASH GROVE CEMENT COMPANY 105CHEMCOMM, INC. 105CHEMCOMM, INC. 121KOPERS INDUSTRIES, INC.	6033	ACFX	44844	H	1980	09/01/91	08/31/96	1
2143			ACFX	75104	T	1980	10/01/94	09/30/99	1
2143			ACFX	79661	T	1981	05/01/94	04/30/97	16
2143			ACFX	79662	T	1981	05/01/94	04/30/97	
2143			ACFX	79663	T	1981	05/01/94	04/30/97	
2143			ACFX	79664	T	1981	05/01/94	04/30/97	
2143			ACFX	79665	T	1981	05/01/94	04/30/97	
2143			ACFX	79666	T	1981	05/01/94	04/30/97	
2143			ACFX	79667	T	1981	05/01/94	04/30/97	
2143			ACFX	79668	T	1981	05/01/94	04/30/97	
2143			ACFX	79669	T	1981	05/01/94	04/30/97	
2143			ACFX	79670	T	1981	05/01/94	04/30/97	
2143			ACFX	79671	T	1981	05/01/94	04/30/97	
2143			ACFX	79672	T	1981	05/01/94	04/30/97	
2143			ACFX	79673	T	1981	05/01/94	04/30/97	
2143			ACFX	79674	T	1981	05/01/94	04/30/97	
2143			ACFX	79675	T	1981	05/01/94	04/30/97	
2143			ACFX	79676	T	1981	05/01/94	04/30/97	
2143			ACFX	79677	T	1981	05/01/94	04/30/97	

ANNEX Y									
LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS	
121KOPPERS INDUSTRIES, INC. 130DOVER CHEMICAL CORPORATION 130DOVER CHEMICAL CORPORATION 132DARLING INTERNATIONAL INC. 132DARLING INTERNATIONAL INC. 168ENGELHARD CORPORATION		2143	ACFX 79678	T	1981	05/01/94	04/30/97		
		2143	ACFX 79679	T	1981	05/01/94	04/30/97		
		2143	ACFX 79680	T	1981	05/01/94	04/30/97		
		2143	ACFX 79681	T	1981	05/01/94	04/30/97		
		2143	ACFX 79682	T	1981	05/01/94	04/30/97		
		2143	ACFX 79683	T	1981	05/01/94	04/30/97		
		2143	ACFX 79684	T	1981	05/01/94	04/30/97		
		2143	ACFX 79685	T	1981	05/01/94	04/30/97		
		2143	ACFX 79686	T	1981	05/01/94	04/30/97		
		2143	ACFX 79687	T	1981	05/01/94	04/30/97		
		2143	ACFX 79688	T	1981	05/01/94	04/30/97		
		2143	ACFX 79689	T	1981	05/01/94	04/30/97		
130DOVER CHEMICAL CORPORATION 130DOVER CHEMICAL CORPORATION 132DARLING INTERNATIONAL INC. 132DARLING INTERNATIONAL INC. 168ENGELHARD CORPORATION		2143	ACFX 79690	T	1981	05/01/94	04/30/97		
		2143	ACFX 79691	T	1981	05/01/94	04/30/97		
		2143	ACFX 79692	T	1981	05/01/94	04/30/97		
		2486	ACFX 75192	T	1981	09/01/91	08/31/96		
168ENGELHARD CORPORATION		5971	ACFX 79454	T	1981	05/01/94	04/30/99		
		1979	ACFX 49740	H	1981	02/01/93	01/31/98		
		1979	ACFX 49741	H	1981	02/01/93	01/31/98		
		1979	ACFX 49742	H	1981	02/01/93	01/31/98		
		1979	ACFX 49743	H	1980	02/01/93	01/31/98		
		1979	ACFX 49744	H	1980	02/01/93	01/31/98		
		1979	ACFX 49745	H	1981	02/01/93	01/31/98		
		1979	ACFX 49746	H	1981	02/01/93	01/31/98		
		1979	ACFX 49747	H	1981	02/01/93	01/31/98		
		1979	ACFX 49748	H	1980	02/01/93	01/31/98		
		1979	ACFX 49750	H	1980	02/01/93	01/31/98		
		1979	ACFX 49751	H	1981	02/01/93	01/31/98		
168ENGELHARD CORPORATION		1979	ACFX 49752	H	1981	02/01/93	01/31/98		
		1979	ACFX 49753	H	1980	02/01/93	01/31/98		
		1979	ACFX 49754	H	1981	02/01/93	01/31/98		
		1979	ACFX 49755	H	1980	02/01/93	01/31/98		
		1979	ACFX 49756	H	1981	02/01/93	01/31/98		
		1979	ACFX 49757	H	1981	02/01/93	01/31/98		
		1979	ACFX 49758	H	1981	02/01/93	01/31/98		
		1979	ACFX 49759	H	1981	02/01/93	01/31/98		
	168ENGELHARD CORPORATION		1979	ACFX 49759	H	1981	02/01/93	01/31/98	
			1979	ACFX 49759	H	1981	02/01/93	01/31/98	
			1979	ACFX 49759	H	1981	02/01/93	01/31/98	
			1979	ACFX 49759	H	1981	02/01/93	01/31/98	
		1979	ACFX 49759	H	1981	02/01/93	01/31/98		
		1979	ACFX 49759	H	1981	02/01/93	01/31/98		
		1979	ACFX 49759	H	1981	02/01/93	01/31/98		
		1979	ACFX 49759	H	1981	02/01/93	01/31/98		
		1979	ACFX 49759	H	1981	02/01/93	01/31/98		
		1979	ACFX 49759	H	1981	02/01/93	01/31/98		
		1979	ACFX 49759	H	1981	02/01/93	01/31/98		
		1979	ACFX 49759	H	1981	02/01/93	01/31/98		

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168ENGELHARD CORPORATION

ANNEX Y											
LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS			
230GRAIN PROCESSING CORP		2030	ACFX 79383	T	1980	11/01/92	10/31/97				
		2030	ACFX 79384	T	1980	11/01/92	10/31/97				
		2030	ACFX 79385	T	1980	11/01/92	10/31/97				
		2030	ACFX 79386	T	1980	11/01/92	10/31/97				
		2030	ACFX 79387	T	1980	11/01/92	10/31/97				
		2030	ACFX 79388	T	1980	11/01/92	10/31/97				
		2030	ACFX 79389	T	1980	11/01/92	10/31/97				
		2030	ACFX 79390	T	1980	11/01/92	10/31/97				
		2030	ACFX 79391	T	1980	11/01/92	10/31/97				
		2030	ACFX 79392	T	1980	11/01/92	10/31/97				
		2030	ACFX 79393	T	1980	11/01/92	10/31/97				
		2030	ACFX 79394	T	1980	11/01/92	10/31/97				
		2030	ACFX 79395	T	1980	11/01/92	10/31/97				
		2030	ACFX 79396	T	1980	11/01/92	10/31/97				
		2030	ACFX 79397	T	1980	11/01/92	10/31/97				
		2030	ACFX 79398	T	1980	11/01/92	10/31/97				
		2030	ACFX 79399	T	1980	11/01/92	10/31/97				
		2030	ACFX 79400	T	1980	11/01/92	10/31/97				
		2030	ACFX 79401	T	1980	11/01/92	10/31/97				
		230GRAIN PROCESSING CORP 282ON TRACK RAILCAR SERVICES		2081	ACFX 79426	T	1980	01/01/91	12/31/95		
2081	ACFX 79427			T	1980	01/01/91	12/31/95				
2081	ACFX 79428			T	1980	01/01/91	12/31/95				
2081	ACFX 79429			T	1980	01/01/91	12/31/95				
2081	ACFX 79430			T	1980	01/01/91	12/31/95				
2081	ACFX 79431			T	1981	01/01/91	12/31/95				
2081	ACFX 79432			T	1980	01/01/91	12/31/95				
2081	ACFX 79433			T	1981	01/01/91	12/31/95				
2081	ACFX 79434			T	1981	01/01/91	12/31/95				
30											

LESSEE		CONTRACT/		ANNEX Y		LEASE		LEASE		TOTAL
CODE	LESSEE	RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	EFFECTIVE DATE	EXPIRATION DATE	CARS		
2820N TRACK RAILCAR SERVICES										
283BP INC.										
		2081	ACFX 79435	T	1981	01/01/91	12/31/95	10		
		2116	ACFX 79594	T	1981	02/01/92	01/31/97			
		2116	ACFX 79595	T	1981	02/01/92	01/31/97			
		2116	ACFX 79596	T	1981	02/01/92	01/31/97			
		2116	ACFX 79597	T	1981	02/01/92	01/31/97			
		2116	ACFX 79598	T	1981	02/01/92	01/31/97			
		2116	ACFX 79599	T	1981	02/01/92	01/31/97			
		2116	ACFX 79600	T	1981	02/01/92	01/31/97			
		2116	ACFX 79601	T	1981	02/01/92	01/31/97			
		2116	ACFX 79602	T	1981	02/01/92	01/31/97			
		2116	ACFX 79603	T	1981	02/01/92	01/31/97			
		2116	ACFX 79606	T	1981	02/01/92	01/31/97			
		2116	ACFX 79607	T	1981	02/01/92	01/31/97			
		6291	ACFX 75533	T	1981	03/01/95	02/28/98			
		6291	ACFX 75536	T	1981	03/01/95	02/28/98			
283BP INC.										
397MISSISSIPPI LIME COMPANY										
		5733	ACFX 27323	H	1981	09/01/92	08/31/97	14		
		5733	ACFX 27330	H	1981	09/01/92	08/31/97			
		5733	ACFX 27333	H	1981	09/01/92	08/31/97			
		5733	ACFX 27334	H	1981	09/01/92	08/31/97			
		5733	ACFX 27336	H	1981	09/01/92	08/31/97			
		5733	ACFX 27337	H	1981	09/01/92	08/31/97			
		5733	ACFX 27339	H	1981	09/01/92	08/31/97			
		5733	ACFX 27341	H	1981	09/01/92	08/31/97			
		5733	ACFX 27342	H	1981	09/01/92	08/31/97			
		5733	ACFX 27343	H	1981	09/01/92	08/31/97			
		5733	ACFX 27345	H	1981	09/01/92	08/31/97			
		5733	ACFX 27346	H	1981	09/01/92	08/31/97			
		5733	ACFX 27347	H	1981	09/01/92	08/31/97			
		5733	ACFX 27348	H	1981	09/01/92	08/31/97			
		5733	ACFX 27350	H	1981	09/01/92	08/31/97			
		5733	ACFX 27351	H	1981	09/01/92	08/31/97			
		5733	ACFX 49975	H	1981	09/01/92	08/31/97			
		5733	ACFX 49982	H	1981	09/01/92	08/31/97			
		5733	ACFX 49984	H	1981	09/01/92	08/31/97			
		5733	ACFX 49985	H	1981	09/01/92	08/31/97			
		5733	ACFX 49992	H	1981	09/01/92	08/31/97			
		5733	ACFX 49995	H	1981	09/01/92	08/31/97			
		5874	ACFX 27385	H	1981	07/01/93	06/30/98			

ANNEX Y

LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
397MISSISSIPPI LIME COMPANY								
4250LIN CORPORATION								
		5874	ACFX	49976	H	1981	07/01/93	06/30/98
		5874	ACFX	49977	H	1981	07/01/93	06/30/98
		5874	ACFX	49978	H	1981	07/01/93	06/30/98
		5874	ACFX	49980	H	1981	07/01/93	06/30/98
		5874	ACFX	49981	H	1981	07/01/93	06/30/98
		5874	ACFX	49983	H	1981	07/01/93	06/30/98
		5874	ACFX	49988	H	1981	07/01/93	06/30/98
		5874	ACFX	49989	H	1981	07/01/93	06/30/98
		5874	ACFX	49990	H	1981	07/01/93	06/30/98
		5874	ACFX	49994	H	1981	07/01/93	06/30/98
		5874	ACFX	49996	H	1981	07/01/93	06/30/98
		5874	ACFX	49999	H	1981	07/01/93	06/30/98
		5997	ACFX	27257	H	1981	05/01/94	04/30/99
		5997	ACFX	27258	H	1981	05/01/94	04/30/99
		5997	ACFX	27260	H	1981	05/01/94	04/30/99
		5997	ACFX	27261	H	1981	05/01/94	04/30/99
		5997	ACFX	27272	H	1981	05/01/94	04/30/99
		5997	ACFX	27274	H	1981	05/01/94	04/30/99
		5997	ACFX	27277	H	1981	05/01/94	04/30/99
42								
		62530138	ACFX	98360	H	1980	10/01/92	06/30/97
		62530138	ACFX	98367	H	1980	10/01/92	06/30/97
		62530138	ACFX	98379	H	1980	10/01/92	06/30/97
		62530138	ACFX	98380	H	1980	10/01/92	06/30/97
		62530157	ACFX	86412	T	1980	08/01/91	06/30/96
		62530157	ACFX	86415	T	1980	08/01/91	06/30/96
		62530157	ACFX	86418	T	1980	08/01/91	06/30/96
		62530186	ACFX	75133	T	1981	03/01/92	12/31/96
		62530186	ACFX	75135	T	1981	03/01/92	12/31/96
		62530194	ACFX	27354	H	1981	03/01/95	02/29/2000
		62530194	ACFX	27387	H	1981	03/01/95	02/29/2000
11								
4250LIN CORPORATION								
455PHILLIPS PETROLEUM COMPANY								
		6011	ACFX	36139	H	1981	07/01/94	06/30/99
		6011	ACFX	36143	H	1981	07/01/94	06/30/99
		6011	ACFX	36152	H	1981	07/01/94	06/30/99
		6011	ACFX	36154	H	1981	07/01/94	06/30/99
		6011	ACFX	36155	H	1981	07/01/94	06/30/99
		6011	ACFX	36159	H	1981	07/01/94	06/30/99
		6011	ACFX	36164	H	1981	07/01/94	06/30/99
		6011	ACFX	36166	H	1981	07/01/94	06/30/99

LESSEE		CONTRACT/		CAR		TYPE		YEAR		LEASE		LEASE		TOTAL	
CODE	LESSEE	RIDER	IDENT	OF	CAR	BUILT	EFFECTIVE	DATE	EXPIRATION	DATE	CARS				
ANNEX Y															
455PHILLIPS PETROLEUM COMPANY															
484HUNTSMAN CORPORATION															
4843			ACFX	79450	T	1981	08/01/93		06/30/98		14				
4843			ACFX	79575	T	1981	08/01/93		06/30/98						
4843			ACFX	79577	T	1981	08/01/93		06/30/98						
4843			ACFX	79578	T	1981	08/01/93		06/30/98						
4843			ACFX	79579	T	1981	08/01/93		06/30/98						
4843			ACFX	79582	T	1981	08/01/93		06/30/98						
4843			ACFX	79584	T	1981	08/01/93		06/30/98						
4843			ACFX	79585	T	1981	08/01/93		06/30/98						
484HUNTSMAN CORPORATION															
496RUBICON CHEMICALS INC.			ACFX	75502	T	1981	03/01/91		02/29/96		8				
2314			ACFX	75503	T	1981	03/01/91		02/29/96						
2314			ACFX	75505	T	1981	03/01/91		02/29/96						
2314			ACFX	75506	T	1981	03/01/91		02/29/96						
2314			ACFX	75507	T	1981	03/01/91		02/29/96						
2314			ACFX	75508	T	1981	03/01/91		02/29/96						
2314			ACFX	75509	T	1981	03/01/91		02/29/96						
2314			ACFX	75510	T	1981	03/01/91		02/29/96						
2314			ACFX	75511	T	1981	03/01/91		02/29/96						
2314			ACFX	75512	T	1981	03/01/91		02/29/96						
2314			ACFX	75513	T	1981	03/01/91		02/29/96						
2314			ACFX	75514	T	1981	03/01/91		02/29/96						
2314			ACFX	75515	T	1981	03/01/91		02/29/96						
2314			ACFX	75516	T	1981	03/01/91		02/29/96						
2314			ACFX	75517	T	1981	03/01/91		02/29/96						
2314			ACFX	75518	T	1981	03/01/91		02/29/96						
2314			ACFX	75519	T	1981	03/01/91		02/29/96						
2314			ACFX	75520	T	1981	03/01/91		02/29/96						
2314			ACFX	75521	T	1981	03/01/91		02/29/96						
496RUBICON CHEMICALS INC.															
586THIELE KAOLIN COMPANY															
1957			ACFX	79259	T	1980	11/01/90		10/31/95		19				
1957			ACFX	79260	T	1980	11/01/90		10/31/95						
1957			ACFX	79261	T	1980	11/01/90		10/31/95						
1957			ACFX	79262	T	1980	11/01/90		10/31/95						

ANNEX Y								
LESSEE CODE	LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	TOTAL CARS
1024	CALUMET LUBRICANTS COMPANY	5496	ACFX 79425	T	1981	11/01/90	10/31/95	9
1033	CYPRUS FOOTE MINERAL COMPANY	5975	ACFX 75102	T	1980	01/01/94	12/31/96	1
1033	CYPRUS FOOTE MINERAL COMPAN	4893	ACFX 79573	T	1981	04/01/93	03/31/98	1
1039	BAKE RITE FOODS, INC.	2013	ACFX 59477	H	1981	07/01/93	06/30/98	24
1039	BAKE RITE FOODS, INC.	2013	ACFX 59478	H	1981	07/01/93	06/30/98	
1210	DRY BRANCH KAOLIN COMPANY	2013	ACFX 59479	H	1981	07/01/93	06/30/98	
		2013	ACFX 59480	H	1981	07/01/93	06/30/98	
		2013	ACFX 59481	H	1981	07/01/93	06/30/98	
		2013	ACFX 59482	H	1981	07/01/93	06/30/98	
		2013	ACFX 59483	H	1981	07/01/93	06/30/98	
		2013	ACFX 59484	H	1981	07/01/93	06/30/98	
		2013	ACFX 59485	H	1981	07/01/93	06/30/98	
		2013	ACFX 59486	H	1981	07/01/93	06/30/98	
		5529	ACFX 49778	H	1981	06/01/93	05/31/98	288
		5529	ACFX 49779	H	1981	06/01/93	05/31/98	
		5529	ACFX 49780	H	1981	06/01/93	05/31/98	
		5529	ACFX 49781	H	1981	06/01/93	05/31/98	
		5529	ACFX 49787	H	1981	06/01/93	05/31/98	
		5529	ACFX 49790	H	1981	06/01/93	05/31/98	
		5529	ACFX 49792	H	1981	06/01/93	05/31/98	
		5529	ACFX 49794	H	1981	06/01/93	05/31/98	
		5529	ACFX 49817	H	1980	06/01/93	05/31/98	
		5529	ACFX 49818	H	1980	06/01/93	05/31/98	
		5529	ACFX 49819	H	1980	06/01/93	05/31/98	24
		5529	ACFX 49820	H	1980	06/01/93	05/31/98	
		5529	ACFX 49821	H	1980	06/01/93	05/31/98	
		5529	ACFX 49829	H	1980	06/01/93	05/31/98	288
1210 DRY BRANCH KAOLIN COMPANY								24
TOTAL								288